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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(M) Mergers, Acquisitions, Divestitures, and Other Changes in Control of Customer (Cont'd)

(1) Sale or Other Transfer of Ownership From the Customer to an Unaffiliated Third Party (Cont'd)

(c) Initial Watermark Adjustment (Cont'd)

(2) For subsequent Plan Years:

(Step 1) Multiply the quarterly volume determined in Step 1 of (c)(1) preceding by four (4) to arrive at an annualized amount.

(Step 2) Subtract the amount resulting from Step 1 of this (c)(2) from the Initial Watermark. The result of such subtraction is the adjusted Initial Watermark for all Plan Years after the Plan Year in which the Third Party Sale occurred.

(2) Mergers and Acquisitions of the Customer

(a) In the event the customer merges with another company or acquires a company or a portion of the business of another company (including any ACNA(s) that are not Customer ACNAs) (the company with which the customer merges and the company or portion of the business thereof that the customer acquires (including an ACNA(s) that is not a Customer ACNA(s)) may be referred to collectively as the **Customer Acquired Properties** and such merger or acquisition may be referred to in either case as an **Acquisition**), and the Telephone Company provides any Qualifying Services in connection with such Customer Acquired Properties, then the customer shall notify the Telephone Company prior to the closing of the Acquisition and the Parties shall determine whether the Customer Acquired Properties shall be included in or excluded from the terms and conditions (including the calculation of Quarterly Billing Credits) of this Option 56, Option 54 of FCC 11 and (x)
Option 28 of FCC 14 in accordance with (M)(2)(c) and (M)(4) (x)
following. (N)

(x) Issued under authority of Special Permission No. 09-007 of the Federal Communications Commission.

21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(M) Mergers, Acquisitions, Divestitures, and Other Changes in Control of Customer (Cont'd)

(2) Mergers and Acquisitions of the Customer (Cont'd)

(a) (Cont'd)

The Parties shall determine the Acquired Customer DS1 Unit Percentage in accordance with (b) following.

(1) For an Acquisition where the Acquired Customer DS1 Unit Percentage is no more than two percent (2%), the Parties shall automatically include the Customer Acquired Properties in the terms and conditions (including the calculation of Quarterly Billing Credits) of this Option 56, Option 54 of FCC 11 and Option 28 of FCC 14 in accordance with (M)(2)(c)(1) following. (x)

(2) For an Acquisition where the Acquired Customer DS1 Unit Percentage is greater than two percent (2%), the Parties may, but shall have no obligation to, include the Customer Acquired Properties in the terms and conditions (including the calculation of Quarterly Billing Credits) of this Option 56, Option 54 of FCC 11 and Option 28 of FCC 14 in accordance with (M)(2)(c)(2) following. (x) (N)(x)

(x) Issued under authority of Special Permission No. 09-007 of the Federal Communications Commission.

21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(M) Mergers, Acquisitions, Divestitures, and Other Changes in Control of Customer (Cont'd)

(2) Mergers and Acquisitions of the Customer (Cont'd)

(b) Determination of Acquired Customer DS1 Unit Percentage

Upon the Telephone Company's receipt of the customer's notice under (a) preceding, the Telephone Company and the customer will work cooperatively to determine whether the number of DS1 Units generated by the Customer Acquired Properties is no more than or greater than two percent (2%) of the Existing Customer DS1 Unit Quantity (as defined in Step 1 below) using the steps shown below:

(Step 1) Determine the total volume of Billed DS1 Units that the customer purchased from the Telephone Company during the three (3) full calendar months prior to the date of the closing of the Acquisition. Divide such total by three (3) to arrive at an average monthly volume (such average monthly volume is the **Existing Customer DS1 Unit Quantity**).

(Step 2) Determine the total volume of Billed DS1 Units (purchased from the Telephone Company) that the Customer Acquired Properties generated during the three (3) full calendar months prior to the date of the closing of the Acquisition. Divide such total by three (3) to arrive at an average monthly volume (such average monthly volume is the **Existing Acquired DS1 Unit Quantity**).

(Step 3) Divide the Existing Acquired DS1 Unit Quantity determined in Step 2 by the Existing Customer DS1 Unit Quantity determined in Step 1. The resulting percentage is the **Acquired Customer DS1 Unit Percentage.** (N)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(M) Mergers, Acquisitions, Divestitures, and Other Changes in Control of Customer (Cont'd)

(2) Mergers and Acquisitions of the Customer (Cont'd)

(b) Determination of Acquired Customer DS1 Unit Percentage (Cont'd)

Illustrative Example:

Assume the following:

(i) the Acquisition closed on September 15; and

(ii) during the period of three (3) full calendar months prior to the date of the closing of the Acquisition (i.e., June, July and August), the Customer Acquired Properties purchased a total of 3,000 Billed DS1 Units from the Telephone Company; and

(iii) during that same period of three (3) full calendar months, the customer purchased a total of 600,000 Billed DS1 Units from the Telephone Company.

Based on the above assumptions, the Acquired Customer DS1 Unit Percentage would be one-half of one percent (0.5%) as follows: (3,000 ÷ 3 = 1,000) ÷ (600,000 ÷ 3 = 200,000) = .5%.

(c) Inclusion or Exclusion of the Customer Acquired Properties

(1) If, under (M)(2)(b) preceding, the Acquired Customer DS1 Unit Percentage is determined to be no more than two percent (2%), then the Telephone Company shall make a pro-rata increase to customer's applicable Initial Watermark(s) and such increase, and application of the applicable Flat Rates, will be effective as of the later of (a) the closing of the Acquisition if such closure occurs on the first day of a calendar month (or the first day of the calendar month following closure of the Acquisition if such closure occurs on a day other than the first day of a calendar month) and (b) the date specified by the Telephone Company, which shall be no later than the first day of the third calendar month after the date on which the Acquisition closes. The Telephone Company shall calculate such increase in the Initial Watermark(s) using the steps set forth in (M)(2)(d) following. (N)

21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(M) Mergers, Acquisitions, Divestitures, and Other Changes in Control of Customer (Cont'd)

(2) Mergers and Acquisitions of the Customer (Cont'd)

(c) Inclusion or Exclusion of the Customer Acquired Properties (Cont'd)

(2) If the Acquired Customer DS1 Unit Percentage is greater than two percent (2%), the customer may notify the Telephone Company in writing if, in its sole discretion, it seeks to include the Customer Acquired Properties in the terms and conditions (including the calculation of Quarterly Billing Credits) of this Option 56, Option 54 of FCC 11, and Option 28 of FCC 14. The Telephone Company may, in its sole discretion, agree in writing to such inclusion based upon a number of interrelated factors, including but not limited to (i) the amount by which the Acquired Customer DS1 Unit Percentage exceeds 2%; (ii) the amount of additional Quarterly Billing Credits that would result from such inclusion; and (iii) the impact on the Initial Watermarks. If the Telephone Company agrees in writing to such inclusion, then the Telephone Company shall increase the customer's applicable Initial Watermark(s) and such increase will be effective as of a mutually-agreed date no earlier than the first day of the first full month after the closing of the Acquisition. Effective as of such date, the Telephone Company will also begin application of the applicable Flat Rates. The Telephone Company shall calculate such increase in the Initial Watermark(s) using the steps set forth in (M)(2)(d) following. (x) (x)

(3) The effective date upon which the Telephone Company is to adjust the Initial Watermark(s) and implement the Flat Rates as described in (M)(2)(c)(1) preceding for an Acquisition where the Customer DS1 Unit Percentage is no more than two percent (2%), or as described in (M)(2)(c)(2) preceding for an Acquisition where the Acquired Customer DS1 Unit Percentage is greater than two percent (2%) and the Parties have agreed in writing to include the Customer Acquired Properties in the terms and conditions (including the calculation of Quarterly Billing Credits) of this Option 56, Option 54 of FCC 11 and Option 28 of FCC 14, shall be referred to herein as the **Property Adjustment Date.** (x) (N)

(x) Issued under authority of Special Permission No. 09-007 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(M) Mergers, Acquisitions, Divestitures, and Other Changes in Control of Customer (Cont'd)

(2) Mergers and Acquisitions of the Customer (Cont'd)

(c) Inclusion or Exclusion of the Customer Acquired Properties (Cont'd)

(4) In the absence of the Parties' mutual written agreement to include the Customer Acquired Properties with an Acquired Customer DS1 Unit Percentage that is greater than two percent (2%) in the terms and conditions (including the calculation of Quarterly Billing Credits) of this Option 56, Option 54 of FCC 11 and Option 28 of FCC 14 as set (x) forth in (M)(2)(c)(2) preceding, the following apply:

(i) The Initial Watermarks shall remain unchanged.

(ii) The Flat Rates shall not apply to any Qualifying Service purchases attributable to the Customer Acquired Properties. The Customer Acquired Properties shall not otherwise receive the Flat Rates and shall not gain any other benefit of this Option 56, Option 54 of FCC 11 and (x) Option 28 of FCC 14. (x)

(iii) The customer may not combine or include any Qualifying Services (or revenues associated therewith) from the Customer Acquired Properties for the purposes of this Option 56, Option 54 of FCC 11 and Option 28 of FCC 14. (x)

(iv) The customer's Billed Qualifying Service Units and Billed Qualifying Service Revenue shall be determined using the customer's business with the Telephone Company using the Customer ACNAs, without adding the services and/or ACNAs attributable to expansion of the customer's purchase of services from the Telephone Company through the Acquisition.

(v) Without limiting any other right of the Telephone Company to terminate the customer's subscription to this Option 56, Option 54 of FCC 11, and Option 28 of FCC 14, if the (x) Telephone Company determines that the customer has failed to comply with any of the provisions of this section (M)(2)(c)(4), then the Telephone Company, pursuant to mutually agreed dispute resolution provisions, may pursue all remedies available to it at law, in equity, or otherwise, including termination of the customer's subscription to this Option 56, Option 54 of FCC 11, and (x) Option 28 of FCC 14. (N)(x)

(x) Issued under authority of Special Permission No. 09-007 of the Federal Communications Commission.

21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(M) Mergers, Acquisitions, Divestitures, and Other Changes in Control of Customer (Cont'd)

(2) Mergers and Acquisitions of the Customer (Cont'd)

(d) Initial Watermark Adjustment

In the event the Customer Acquired Properties are included in this Option 56, Option 54 of FCC 11 and Option 28 of FCC 14 pursuant to (M)(2)(c)(1) and (M)(2)(c)(2) preceding, the Telephone Company shall adjust the Initial Watermarks set forth in (F) preceding as follows: (x)

(1) For the Plan Year in which the Property Adjustment Date is to occur:

(Step 1) Determine the volumes of Billed Qualifying Service Units (per service type (i.e., DS1, Multiplexed DS3, and PTP DS3)) generated by the Customer Acquired Properties during the three (3) full calendar months prior to the date of the closing of the Acquisition.

(Step 2) Divide the quarterly volumes determined in Step 1 by three (3) to arrive at an average monthly volume.

(Step 3) Multiply the amount determined in Step 2 by the number of full months remaining in the Plan Year in which the Property Adjustment Date is to occur.

(Step 4) Add the amount resulting from Step 3 to the Initial Watermark for the subject Plan Year to arrive at an adjusted Initial Watermark for that Plan Year.

(2) For Subsequent Plan Years:

(Step 1) Multiply the quarterly volume determined in Step 1 of (d)(1) preceding by four (4) to arrive at an annualized amount.

(Step 2) Add the amount resulting from Step 1 of this (d)(2) to the Initial Watermark. The result of such addition is the adjusted Initial Watermark for all Plan Years after the Plan Year in which the Property Adjustment Date occurred. (N)

(x) Issued under authority of Special Permission No. 09-007 of the Federal Communications Commission.

21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(M) Mergers, Acquisitions, Divestitures, and Other Changes in Control of Customer (Cont'd)

(2) Mergers and Acquisitions of the Customer (Cont'd)

(e) In the event the Customer Acquired Properties are included in this Option 56, Option 54 of FCC 11 and Option 28 of FCC 14 pursuant to (M)(2)(c)(1) and (M)(2)(c)(2) preceding, the customer shall, no later than ninety (90) calendar days after the date of closure of the subject Acquisition, complete such steps as are necessary to enroll the applicable Customer Acquired Properties into the customer's Existing Plans (as defined in (C)(4) preceding) and, upon such enrollment, the rates, terms, and conditions (including suspension of scheduled review/true-up, etc. under (L) preceding) shall apply to such enrolled Customer Acquired Properties. If the customer fails to complete such steps within the above-referenced ninety (90) day period, then the customer agrees that it shall be deemed to have authorized the Telephone Company to complete such steps on the customer's behalf. The enrollment requirement set forth in this (M)(2)(e) does not affect the Telephone Company's obligation to adjust the Initial Watermark(s) and implement the Flat Rates in accordance with the time periods described in (M)(2)(c)(1) and (M)(2)(c)(2) preceding. (x)

(3) The Parties shall work cooperatively and in good faith with each other to take such action as may be necessary to achieve the intent of this Section (M), and neither Party shall unreasonably withhold from the other Party any data that is necessary or reasonably required to achieve such intent. (N)

(x) Issued under authority of Special Permission No. 09-007 of the Federal Communications Commission.

21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(N) Sale or Acquisition of Properties by the Telephone Company

(1) Sale of a Verizon Operating Telephone Company

(a) In the event that the Telephone Company sells all or part of one (1) of its operating telephone companies (a **Sold Operating Company**) that provides Qualifying Services under this tariff, FCC 11, FCC 14 or FCC 16 during the Service Period (a **Verizon Property Sale**), the terms and conditions set forth in this Section (N) shall apply. (x)

(b) Prior to closure of the Verizon Property Sale or as expeditiously as practical after such closure, the Telephone Company shall notify the customer of such Verizon Property Sale via a written notice, which shall include the date on which the Verizon Property Sale is expected to close (or has closed) and the affected state(s) or other relevant geographic area(s).

(c) Effective upon closure of the Verizon Property Sale if such closure occurs on the first day of a calendar month (or effective upon the first day of the calendar month following closure of the Verizon Property Sale if such closure occurs on a day other than the first day of a calendar month), all DS1 Units, Multiplexed DS3 Units, and PTP DS3 Units associated with the Sold Operating Company shall not be counted as Billed Qualifying Service Units, shall not be eligible for the Flat Rates, and shall cease to be covered by this Option 56, Option 54 of FCC 11 and Option 28 of FCC 14 (x) for all other purposes, and the Initial Watermarks shall be adjusted as set forth in (d) following. (N)

(x) Issued under authority of Special Permission No. 09-007 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(N) Sale or Acquisition of Properties by the Telephone Company

(1) Sale of a Verizon Operating Telephone Company (Cont'd)

(d) Initial Watermark Adjustment

The Telephone Company shall adjust the Initial Watermarks set forth in (F) preceding as follows:

(1) For the Plan Year in which the Verizon Property Sale occurred:

(Step 1) Determine the volumes of Billed Qualifying Service Units (per service type) generated by the Sold Operating Company during the three (3) full calendar months prior to the date of the closing of the Verizon Property Sale.

(Step 2) Divide the quarterly volumes determined in Step 1 by three (3) to arrive at an average monthly volume.

(Step 3) Multiply the amount determined in Step 2 by the number of full months remaining in the Plan Year (i.e., the Plan Year in which the Verizon Property Sale occurred) as of the closing date of the Verizon Property Sale.

(Step 4) Subtract the amount resulting from Step 3 from the Initial Watermark to arrive at an adjusted Initial Watermark for the Plan Year in which the Verizon Property Sale occurred.

(2) For Subsequent Plan Years:

(Step 1) Multiply the quarterly volume determined in Step 1 of (d)(1) preceding by four (4) to arrive at an annualized amount.

(Step 2) Subtract the amount resulting from Step 1 of this (d)(2) from the original Initial Watermark. The result of such subtraction is the adjusted Initial Watermark for all Plan Years after the Plan Year in which the Verizon Property Sale occurred. (N)

(Issued under Transmittal No. 1011)

Issued: May 8, 2009 Effective: May 23, 2009

Vice President Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(N) Sale or Acquisition of Properties by the Telephone Company

(1) Sale of a Verizon Operating Telephone Company (Cont'd)

Illustrative Example:

Assume the following information for the third quarter of Plan Year 2:

(i) The Initial Watermark is 600,000 Billed DS1 Units.

(ii) The Telephone Company sells Verizon New York Inc. (**Verizon NY**) to a third party at the end of month eight (8) of Plan Year 2.

(iii) During the three (3) full calendar months prior to the date of the closing of the Verizon Property Sale, Verizon NY accounted for 15,000 of the customer's Billed DS1 Units.

Based on the above assumptions:

(Step 1) The average monthly Billed DS1 Units for Verizon NY is 5,000 (15,000/3).

(Step 2) The number of months remaining in Plan Year 2 is four (4) months (12-month Plan Year minus 8 months).

(Step 3) The Initial Watermark for Billed DS1 Units for the remainder of the Plan Year 2 is reduced by 20,000 (5,000 x 4).

(Step 4) The adjusted Watermark for Plan Year 2 is 580,000 (600,000 - 20,000).

(Step 5) The Initial Watermark for all Plan Years subsequent to Plan Year 2 will be adjusted downward by 60,000 (4 x 15,000). The adjusted Initial Watermark for all Plan Years subsequent to Plan Year 2 is 540,000 (600,000 - 60,000). (N)

21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(N) Sale or Acquisition of Properties by the Telephone Company (Cont'd)

(2) Mergers and Acquisitions of the Telephone Company

In the event the Telephone Company merges with another company, acquires a company or a portion of the business of another company, or is acquired in whole or in part by another company (the company with which the Telephone Company merges, the company or portion of the business thereof that the Telephone Company acquires, and the company that acquires the Telephone Company in whole or in part may be referred to collectively as the **Verizon Acquired Properties** and such merger or acquisition may be referred to in either case as a **Verizon Acquisition**), the Telephone Company shall determine whether such Verizon Acquired Properties shall be included in or excluded from the terms and conditions (including the calculation of Quarterly Billing Credits) of this Option 56, Option 54 of FCC 11, and Option 28 of (x)
FCC 14 in accordance with (a) and (b) following. (x)

(a) The Telephone Company will determine whether it wishes to include the Verizon Acquired Properties in the terms and conditions (including the calculation of Quarterly Billing Credits) of this Option 56, Option 54 of FCC 11, and Option (x)
28 of FCC 14 based upon factors such as those specified in (x)
Sections (N)(2)(b) and (N)(2)(c) following. If the Telephone Company is interested in doing so, then it will determine whether the number of DS1 Units (i.e., as defined in (B)(8) preceding, or the Verizon Acquired Property's equivalent 1.544 Mbps services using time division multiplexing technology) that the customer purchases from the Verizon Acquired Properties is greater than two percent (2%) of the Existing DS1 Unit Quantity Purchased from Verizon (as defined below) using the steps shown below:

(Step 1) Determine the total volume of DS1 Units that the customer purchased from the Verizon Acquired Properties during the three (3) full calendar months prior to the date of the closing of the Verizon Acquisition. Divide such total by three (3) to result in an average monthly volume (such average monthly volume, the **Existing DS1 Unit Quantity Purchased From Verizon Acquired Properties**). (N)

(x) Issued under authority of Special Permission No. 09-007 of the Federal Communications Commission.

21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(N) Sale or Acquisition of Properties by the Telephone Company (Cont'd)

(2) Mergers and Acquisitions of the Telephone Company (Cont'd)

(a) (Cont'd)

(Step 2) Determine the total volume of Billed DS1 Units that the customer purchased from the Telephone Company during the three (3) full calendar months prior to the date of the closing of the Verizon Acquisition. Divide such total by three (3) to result in an average monthly volume (such average monthly volume, the **Existing DS1 Unit Quantity Purchased from Verizon**).

(Step 3) Divide the Existing DS1 Unit Quantity Purchased From Verizon Acquired Properties determined in Step 1 by the Existing DS1 Unit Quantity Purchased from Verizon determined in Step 2. The resulting percentage is the **Acquired Verizon DS1 Unit Percentage.**

Illustrative Example:

Assume the following:

(i) The Verizon Acquisition closed on September 15 of a particular Plan Year.

(ii) During the period of three (3) full calendar months prior to the date of the closing of the Verizon Acquisition, the customer purchased a total of 3,000 Billed DS1 Units from the Verizon Acquired Properties.

(iii) During that same period of three (3) full calendar months prior to the date of the closing of the Verizon Acquisition, the customer purchased a total of 600,000 DS1 Units from the Telephone Company.

Based on the above assumptions:

The Acquired Verizon DS1 Unit Percentage would be one-half of one percent (0.5%) as follows: (3,000 ÷ 3 = 1,000) ÷ (600,000 ÷ 3 = 200,000) = .5%. (N)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(N) Sale or Acquisition of Properties by the Telephone Company (Cont'd)

(2) Mergers and Acquisitions of the Telephone Company (Cont'd)

(b) If the Acquired Verizon DS1 Unit Percentage is no more than two percent (2%), then the Telephone Company may elect, in its sole discretion, to include the Verizon Acquired Properties in the terms and conditions (including the calculation of Quarterly Billing Credits) of this Option 56, Option 54 of FCC 11, and Option 28 of FCC 14. The Telephone Company may exercise such discretion based upon a number of interrelated factors, including but not limited to (i) the availability of pricing flexibility for the Verizon Acquired Properties; (ii) the likelihood of additional regulatory filing requirements; (iii) the cost structure of the Verizon Acquired Properties; (iv) the impact on the Initial Watermarks; and (v) the impact on the Quarterly Billing Credits. If the Telephone Company so elects, the Telephone Company shall provide the customer written notice of such inclusion. If the Verizon Acquired Properties are to be included, the Telephone Company shall make a pro-rata increase to the customer's applicable Initial Watermark(s) and such increase, and application of the applicable Flat Rates to Qualifying Services (or equivalent 1.544 Mbps and 44.736 Mbps services provided by the Verizon Acquired Properties using time division multiplexing technology) that the customer purchases from the Verizon Acquired Properties, will be effective as of the date specified in the Telephone Company's notice as determined by the Telephone Company, which date may not be earlier than the closing date of the Verizon Acquisition if such closure occurs on the first day of a calendar month (or the first day of the calendar month following closure of the Verizon Acquisition if such closure occurs on a day other than the first day of a calendar month). Effective as of such date specified in the Telephone Company's notice, the applicable Flat Rates shall apply to Qualifying Services (or the equivalent 1.544 Mbps or 44.736 Mbps services provided by the Verizon Acquired Properties using time division multiplexing technology) that the customer purchases from the Verizon Acquired Properties. The Telephone Company shall calculate such increase in the Initial Watermark(s) using the steps set forth in (N)(2)(e) following. (x) (N)

(x) Issued under authority of Special Permission No. 09-007 of the Federal Communications Commission.

21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(N) Sale or Acquisition of Properties by the Telephone Company (Cont'd)

(2) Mergers and Acquisitions of the Telephone Company (Cont'd)

(c) If the Acquired Verizon DS1 Unit Percentage is greater than two percent (2%), then the Telephone Company may notify the customer if the Telephone Company in its sole discretion wishes to request to include the Verizon Acquired Properties in this Option 56, Option 54 of FCC 11, and Option 28 of FCC (x) 14. The Telephone Company may exercise such discretion based (x) upon a number of interrelated factors, including but not limited to (i) the availability of pricing flexibility for the Verizon Acquired Properties; (ii) the likelihood of additional regulatory filing requirements; (iii) the cost structure of the Verizon Acquired Properties; (iv) the impact on the Initial Watermarks; and (v) the impact on the Quarterly Billing Credits. The customer may, in its sole discretion, agree in writing to such inclusion.

If the customer agrees in writing to such inclusion, then the Telephone Company shall increase the customer's applicable Initial Watermark(s) and such increase will be effective as of a mutually-agreed date no earlier than the first day of the first full month following the date of closing of the Verizon Acquisition. Effective as of such date, the applicable Flat Rates shall apply to Qualifying Services (or the equivalent 1.544 Mbps or 44.736 Mbps services provided by the Verizon Acquired Properties using time division multiplexing technology) that the customer purchases from the Verizon Acquired Properties. The Telephone Company shall calculate such increase in the Initial Watermark(s) using the steps set forth in (e) following.

(d) The effective dates upon which the Telephone Company is to adjust the Initial Watermark(s) and implement the Flat Rates as described in (b) and (c) preceding shall be referred to herein as the (**Verizon Acquisition Property Adjustment Date**). (N)

(x) Issued under authority of Special Permission No. 09-007 of the Federal Communications Commission.

21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(N) Sale or Acquisition of Properties by the Telephone Company (Cont'd)

(2) Mergers and Acquisitions of the Telephone Company (Cont'd)

(e) Initial Watermark Adjustment

If the Verizon Acquired Properties are included in the terms and conditions (including the calculation of Quarterly Billing Credits) of this Option 56, Option 54 of FCC 11, and (x) Option 28 of FCC 14 as described in (b) and (c) preceding, (x) then the Telephone Company shall adjust the Initial Watermarks set forth in (F) preceding as follows:

(1) For the Plan Year in which the Verizon Acquired Property Adjustment Date is to occur:

(Step 1) Determine the volumes of Billed Qualifying Service Units (which, for purposes of this Section (N)(2), shall be deemed to have the meaning set forth in (B)(6) preceding or, as applicable, the equivalent 1.544 Mbps or 44.736 Mbps service of the Verizon Acquired Properties using time division multiplexing technology) (per service type (i.e., DS1, Multiplexed DS3, and PTP DS3)) that the customer purchased from the Verizon Acquired Properties during the three (3) full calendar months prior to the date of the closing of the Verizon Acquisition.

(Step 2) Divide the quarterly volumes determined in Step 1 by three (3) to arrive at an average monthly volume.

(Step 3) Multiply the amount determined in Step 2 by the number of full months remaining in the Plan Year in which the Verizon Acquisition Property Adjustment Date is to occur.

(Step 4) Add the amount resulting from Step 3 to the Initial Watermark for the subject Plan Year to arrive at an adjusted Initial Watermark for that Plan Year.

(2) For subsequent Plan Years:

(Step 1) Multiply the quarterly volume determined in Step 1 of (e)(1) preceding by four (4) to arrive at an annualized amount.

(Step 2) Add the amount resulting from Step 1 of this (e)(2) to the Initial Watermark. The result of such addition is the adjusted Initial Watermark for all Plan Years after the Plan Year in which the Verizon Acquisition Property Adjustment Date occurred. (N)

(x) Issued under authority of Special Permission No. 09-007 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(N) Sale or Acquisition of Properties by the Telephone Company (Cont'd)

(3) The Parties shall work cooperatively and in good faith and take such action as may be necessary to achieve the intent of this Section (N), and neither Party shall unreasonably withhold from the other Party any data that is necessary or reasonably required to achieve such intent.

(O) Termination

(1) Mutual Agreement

The Parties, by mutual written agreement in their sole discretion, may terminate the customer's subscription to this Option 56. Except as otherwise mutually agreed in writing by the Parties, any termination under this Section (O)(1) shall be effective as of the end of the Plan Year preceding the termination. Termination of the customer's subscription to this Option 56 shall be an automatic termination of the customer's subscription to Option 54 of FCC 11 and Option 28 of FCC 14. (x) Upon any such termination, the customer shall be entitled to all Quarterly Billing Credits for the Plan Year preceding the termination, but shall not be eligible for any Quarterly Billing Credits for any period of time after the end of such Plan Year.

(2) Termination by the Telephone Company for Failure to Achieve Any Initial Watermark, or Failure to Comply with the Maximum Grooms Limitation

If the Telephone Company wishes to terminate the customer's subscription to this Option 56 for the customer's failure to achieve the Initial Watermark as to any service type (DS1, Multiplexed DS3, or PTP DS3) by the end of any Plan Year, or for failure to comply with the Maximum Grooms Limitation in any Plan Year, then the Telephone Company shall provide notice of termination of the customer's subscription to this Option 56 by no later than ninety (90) calendar days after the end of the applicable Plan Year. Termination of the customer's subscription to this Option 56 shall be an automatic termination of the customer's subscription to Option 54 of FCC 11 and Option 28 of (x) FCC 14. (x) Upon such termination, the customer shall be entitled to all Quarterly Billing Credits for such just-concluded Plan Year, but shall not be eligible for any Quarterly Billing Credits for any period of time after the end of such Plan Year. (N)

(x) Issued under authority of Special Permission No. 09-007 of the Federal Communications Commission.

21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(P) Expiration of the Service Period

Upon expiration of Service Period (including any extensions permitted under (E)(2) preceding), the customer has the following options:

(1) continue with the services under the Existing Plans, in which case the review/true-up requirements shall be re-activated in accordance with (L)(1) preceding; or

(2) Subject to the re-activation of Existing Plans as set forth in (L) preceding, disconnect the services without the application of termination liability under this Option 56. In accordance with termination requirements set forth in the Existing Plans which the services are subscribed to, termination charges may apply under such Existing Plans upon any such disconnection.

(Q) Order Performance Credits

(1) Upon the customer's request at the end of each Quarter of a Plan Year, the Parties shall work cooperatively to determine the extent to which the customer's orders for installation or disconnection of DS1 Services and DS3 Services (in each case excluding FMS Services and IEF Services) did not post to the Telephone Company's billing system (and thus were not billed to the customer) until more than thirty one (31) calendar days after the "from" date (i.e., the date on which the customer began (in the case of an installation) or ceased (in the case of a disconnection) to incur monthly recurring charges for the subject service). Such orders may be referred to collectively as **Adjustable Late Posted Orders** and (i) an Adjustable Late Posted Order for installation of a DS1 Service may be referred to as an **Adjustable DS1 Late Posted Add Order**, (ii) an Adjustable Late Posted Order for disconnection of a DS1 Service may be referred to as an **Adjustable DS1 Late Posted Disconnect Order**, (iii) an Adjustable Late Posted Order for installation of a DS3 Service may be referred to as an **Adjustable DS3 Late Posted Add Order**, and (iv) an Adjustable Late Posted Order for disconnection of a DS3 Service may be referred to as an **Adjustable DS3 Late Posted Disconnect Order**. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(Q) Order Performance Credits (Cont'd)

(2) If the volume of Adjustable DS1 Late Posted Add Orders in a particular Quarter exceeds the volume of Adjustable DS1 Late Posted Disconnect Orders in that Quarter, then the Parties shall determine by mutual agreement the volume of such excess Adjustable DS1 Late Posted Add Orders for which the customer shall receive a **DS1 Order Performance Credit** for that Quarter. Such DS1 Order Performance Credit shall be equal to the agreed volume of excess Adjustable DS1 Late Posted Add Orders multiplied by thirty-eight dollars and 57/100 ($38.57).

(3) If the volume of Adjustable DS3 Late Posted Add Orders in a particular Quarter exceeds the volume of Adjustable DS3 Late Posted Disconnect Orders in that Quarter, then the Parties shall determine by mutual agreement the volume of such excess Adjustable DS3 Late Posted Add Orders for which the customer shall receive a **DS3 Order Performance Credit** for that Quarter. Such DS3 Order Performance Credit shall be equal to the amount resulting from the following calculations: (i) where the Parties agree that the excess Adjustable DS3 Late Posted Add Orders are associated with Multiplexed DS3 Units, the DS3 Order Performance Credit is equal to the agreed volume of such Orders multiplied by one hundred eighty-eight dollars and 67/100 ($188.67), (ii) where the Parties agree that the excess Adjustable DS3 Late Posted Add Orders are associated with PTP DS3 Units, the DS3 Order Performance Credit is equal to the agreed volume of such Orders multiplied by six hundred forty dollars and 32/100 ($640.32).

(4) Any Credits owed to the customer under this Section (Q) shall be provided by the Telephone Company on the customer's bills within one hundred twenty (120) calendar days after the end of the applicable Quarter. (N)

# EXHIBIT 24

Verizon Tariff F.C.C. No. 11, Section 7.1.2,
Rate Categories

7. Special Access Service (Cont'd)

7.1 General (Cont'd)

7.1.2 Rate Categories

There are three basic rate categories which apply to Special Access Service:

- Channel Termination (described in 7.1.2(A) following). When the Special Access Service is connected to an Expanded Interconnection multiplexing node or virtual collocation arrangement in the states of New York and Connecticut, an OCT POT Bay Termination and an OCT Cable and Frame Termination (described in Section 28. following) also apply for connection(s) to a multiplexing node and a VOCT Access Charge (described in Section 28. following) also applies for connection(s) to a virtual collocation arrangement.
- Channel Mileage (described in 7.1.2(B) following)
- Optional Features and Functions or BSEs (described in 7.1.2(C) following)

Additionally, ports and nodes may also apply to Special Access DSR as set forth in Section 34.1 following. Rates and charges for Integrated Optical Service Riders may also apply to Special Access connected to Integrated Optical Service Riders as set forth in Section 35.2 following. Rates and charges for point to point SONET (D) service ports also apply to connect a Special Access 44.736 Mbps Service to a DS3 Transmux Port as set forth in Section 35.4 following.

Rates and charges for Special Access Services are found in Sections 30 and 31 following. Section 30 contains price banded rates and charges for services which are served from a wire center in a qualifying Metropolitan Statistical Area (MSA) which has achieved Phase II pricing relief as described in Section 15.3 following. Section 31 contains rates and charges for all non-price banded rate elements and for services that are served from a non-qualifying are switched as described in 7.2.5 and 7.2.14 following.

7. Special Access Service (Cont'd)

7.1 General (Cont'd)

7.1.2 Rate Categories (Cont'd)

(A) Channel Termination

The Channel Termination rate element is divided into three categories, Standard Channel Termination, Office Channel Termination Cross Connect and Virtual Office Channel Termination (VOCT). In the states of New York and Connecticut, an OCT POT Bay Termination and OCT Cable and Frame Termination (described in Section 28. following) also apply for connection(s) to a multiplexing node and a VOCT Access Charge (described in Section 28. following) also applies for connection(s) to a virtual collocation arrangement.

A Channel Termination charge does not apply at a DSR fiber meet location where high speed interconnection of the Company's facilities to the facilities of the customer or of a third party. (T)

The Standard Channel Termination rate category provides for the communications path between a customer designated premises and the serving wire center of that premises or for the communications path within a building which connects a customer's facilities with a customer designated premises without routing through the serving wire center.

The Office Channel Termination Cross Connect rate category provides for the communications path between customer provided fiber optic or microwave facilities and transmission equipment and the Telephone Company serving wire center. In the states of New York and Connecticut, an OCT POT Bay Termination and OCT Cable and Frame Termination (described in Section 28 following) also apply. When connecting collocated equipment using Dedicated Transit Service (DTS) as set forth in Section 27 following, an Office Channel Termination applies at each physical collocation arrangement involved in the DTS arrangement. (See note below.)

Note: See Section 28 for further information.

7. Special Access Service (Cont'd)

7.1 General (Cont'd)

7.1.2 Rate Categories (Cont'd)

(A) Channel Termination

The Virtual Office Channel Termination rate category provides for the communications path between customer provided fiber optic facilities and transmission equipment and the Telephone Company serving wire center. In the states of New York and Connecticut, a VOCT Access Charge (described in Section 28. following) also applies. When connecting collocated equipment using Dedicated Transit Service (DTS) as set forth in Section 27 following, a Virtual Office Channel Termination applies at each virtual collocation arrangement involved in the DTS arrangement. (M) (M) (N) (N)

Included as part of the Standard Channel Termination, Office Channel Termination Cross Connect or Virtual Office Channel Termination is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the access service is to be connected at the Point of Termination (POT) and the type of signaling capability, if any. The signaling capability itself is provided as either an optional feature or a BSE as set forth in (C) following (M) (M)

Certain regulations previously found on this page can now be found on Original Page 7-10

7. Special Access Service (Cont'd)

7.1 General (Cont'd)

7.1.2 Rate Categories (Cont'd)

(A) Channel Termination (Cont'd)

(1) One Standard Channel Termination applies per channel terminated at each customer designated premises.

The Standard Channel Termination rate element will apply for all Telephone Company Access connections except for: (T)

- High Capacity or NYNEX Enterprise Services utilizing an Expanded Interconnection multiplexing node or virtual collocation arrangement, or (T)
- High Capacity 1.544 Mbps Service derived from a DS3 Premises Multiplexer located at the customer designated premises, as further described in Section 7.2.9(D)(8) following. (N)

A Standard Channel Termination monthly rate will apply even when the customer designated premises and the serving wire center are located in the same Telephone Company building unless the customer establishes an Expanded Interconnection multiplexing node or virtual collocation arrangement, in which case the rates and charges set forth in (2) following will apply.

(2) An Office Channel Termination (OCT) Cross Connect will apply in lieu of the Standard Channel Termination for each High Capacity FMS, LES or NYNEX Enterprise Service channel terminated at an Expanded Interconnection multiplexing node. In addition, an OCT Termination Charge applies for each Office Channel Termination cross-connected to either a Telephone Company-provided POT Bay or a customer-provided, Telephone Company-maintained POT Bay at an Expanded Interconnection multiplexing node. The OCT Termination Charge applies in all states except the states of New York and Connecticut. (See note below.)

Note: See Section 28 for further information.

7. Special Access Service (Cont'd)

7.1 General (Cont'd)

7.1.2 Rate Categories (Cont'd)

(A) Channel Termination (Cont'd)

(2) (Cont'd)

A Virtual Office Channel Termination (VOCT) will apply in lieu of the Standard Channel Termination for each High Capacity or NYNEX Enterprise Service channel terminated at a virtual collocation arrangement. (T) (M)

In the state of New York and Connecticut, an OCT POT Bay Termination and OCT Cable and Frame Termination as described in Section 28. following also apply for connection(s) to a multiplexing node and a VOCT Access Charge as described in Section 28. following also applies for connection(s) to a virtual collocation arrangement. (See note below.) (M)(C)

Note: See Section 28 for further information. (N)

Certain regulations currently appearing on this page previously appeared on Original Page 7-11.

7. Special Access Service (Cont'd)

7.1 General (Cont'd)

7.1.2 Rate Categories (Cont'd)

(B) Channel Mileage

The Channel Mileage rate category provides for the transmission facilities:

(i) between the serving wire centers associated with two customer designated premises;
(ii) between a serving wire center associated with an end user premises and a WATS Serving Office (WSO), a Network Controller location or a Telephone Company Hub*;
(iii) between the serving wire center associated with a customer designated premises and a wire center where connection to an advanced data service occurs;
(iv) between the serving wire center associated with a customer designated premises and an Expanded Interconnection multiplexing node or virtual collocation arrangement;
(v) between an Expanded Interconnection multiplexing node or a virtual collocation arrangement and a Telephone Company multiplexing Hub, grooming Hub or Frame Relay Service Hub; or (vi) between two Telephone Company Hubs*, except when Frame Relay Service provides the transport between the Hubs.

The Channel Mileage rate category also provides for the dedicated ring facilities between devices (nodes, high speed interfaces, or amplifiers) on a DSR or IOTS as set forth in Section 34.1 or 7.2.19 (T)
following, respectively. Channel Mileage is portrayed in mileage (T)
bands. Except as specified otherwise under the description and rates and charges for a service, there are two rates that apply for each band, i.e., a fixed rate per band and a rate per mile.

When the wire centers involved are located within different price density zones (pricing zones) or different price bands, the rates and charges applicable to the channel mileage element will be the rates and charges for the higher pricing zone or pricing band, as applicable. For example, pricing zone 3 rates and charges apply if one wire center is within pricing zone 2 and one wire center is within pricing zone 3 or price band 5 rates and charges apply if one wire center is within price band 4 and one wire center is within price band 5. When one of the wire centers involved is located within a pricing zone and the other wire center involved is located within a price band, the rates and charges applicable to the channel mileage element will be the rates and charges specified for the pricing zone.

* Includes connection to or between locations where IntelliLight Broadband Transport (IBT) multiplexing capability occurs as described in Section 26.1.5(B)(3) following.

7. Special Access Service (Cont'd)

7.1 General (Cont'd)

7.1.2 Rate Categories (Cont'd)

(B) Channel Mileage (Cont'd)

The Channel Mileage rate category also provides for the transmission facilities between DSR nodes as described in Section 34.1 following. (T)

In addition to the channel mileage rates, a nonrecurring charge (Mid-Link Charge) applies to Channel Mileage between:

- two Telephone Company Hubs or IBT multiplexing locations where cascade multiplexing is performed, unless the two Hubs are located in the same wire center or NYNEX Enterprise Service provides the transport between Hubs; or

- two Telephone Company Hubs where NYNEX Enterprise Network Reconfiguration Service functions are performed, unless the two Hubs are located in the same wire center or NYNEX Enterprise Service provides the transport between Hubs.

7. Special Access Service (Cont'd)

7.1 General (Cont'd)

7.1.2 Rate Categories (Cont'd)

(B) Channel Mileage (Cont'd)

The Channel Mileage rate category also applies for the transmission facilities between:

(i) two Telephone Company Intermediate or Super-Intermediate Hubs;
(ii) two locations (nodes) where IBT multiplexing occurs;
(iii) an IDSR or DSR central office node or IBT multiplexing node and a Telephone Company Intermediate or Super-Intermediate Hub for the purpose of interconnecting two multiplexed facilities (T)
(iv) two groomed facilities;
(v) an IDSR or DSR central office node or IBT multiplexing node and a multiplexed or groomed facility with a channel of lesser capacity; or (T)
(vi) an IBT Multiplexing node and a multiplexed or groomed NES facility with a lesser channel capacity.

Channel mileage rates and a nonrecurring charge (ThruPath Connection Charge) apply for each lesser capacity channel arranged between the two multiplexed or groomed facilities, or between the multiplexed or groomed facility and the IDSR or DSR central office node or IBT multiplexing node*, as applicable. The channel mileage charge applies whether the two nodes and/or Hubs involved are within the same wire center or are within different wire centers. (T)

* An IDSR, DSR, or IBT service that utilizes asymmetrical port combinations may not be associated with ThruPath connections. (T)

7. Special Access Service (Cont'd)

7.1 General (Cont'd)

7.1.2 Rate Categories (Cont'd)

(B) Channel Mileage (Cont'd)

Except for the Telephone Company hub locations set forth below, and subject to the regulations set forth in Section 7.4.7 following, High Capacity ThruPath Service connections are available at or between (i) all Intermediate or Super-Intermediate Hubs; or (ii) all IBT Multiplexing nodes; or (iii) an Intermediate or Super-Intermediate Hub and an IDSR or DSR central office node or IBT Multiplexing node.

(D)

- Mansfield, MA
- Maynard, MA
- Natick, MA
- New Bedford, MA
- North Chelmsford, MA
- Rehoboth, MA

NYNEX Enterprise Service ThruPath connections are available at or between all NES Hubs or between a NES Hub and an IDSR or DSR central office node.

A Mid-Link Nonrecurring Charge does not apply to a ThruPath Service connection.

7. Special Access Service (Cont'd)

7.1 General (Cont'd)

7.1.2 Rate Categories (Cont'd)

(B) Channel Mileage (Cont'd)

The following regulations apply to WAL Service for use with Feature Groups A, B and D, CSL BSA, and CST BSA - Option 1 and 3 arranged for originating only calling, not equipped with the End Office End User Line Service Screening optional feature, as detailed in Section 6. preceding, or arranged for two way calling, and to WAL Service for use with Feature Groups A, B, CSL BSA and CST BSA - Option 1 arranged for terminating only calling.

When the WSO which normally serves the customer designated premises (normal WSO) is not a suitably equipped WSO equipped with FGD or CST BSA - Option 3 capability, the WAL Service will be provided from the nearest WSO so equipped. Channel Mileage charges, if applicable, will apply only for the distance between the serving wire center of the customer designated premises and the normal WSO.

When the normal WSO is modified to be a suitably equipped WSO equipped with FGD or CST BSA - Option 3 capability, the WAL Service will be rearranged to be provided from the normal WSO. No charge will apply for such rearrangement. At the option of the customer, however, the WAL Service may continue to be provided from other than the normal WSO. Channel Mileage charges will then apply for the distance between the serving wire center of the customer designated premises and the serving WSO.

7. Special Access Service (Cont'd)

7.1 General (Cont'd)

7.1.2 Rate Categories (Cont'd)

(C) Optional Features and Functions/Basic Service Elements

The Optional Features and Functions/Basic Service Element rate category provides for optional features and functions or BSEs which may be added to a Special Access Service to improve its quality or utility to meet specific communications requirements. These are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics which may be obtained. These characteristics may be obtained by using various combinations of equipment. Although the equipment necessary to perform a specified function may be installed at various locations along the path of the service, they will be charged for as a single rate element.

Examples of Optional Features and Functions/Basic Service Elements that are available include, but are not limited to, the following:

- Signaling Capability
- Central Office Bridging
- Central Office Multiplexing
- Conditioning
- Transfer Arrangements
- DS3 Premises Multiplexer (N)

Several Optional Features and Functions are performed from Telephone Company serving wire centers which have been designated as Telephone Company Hubs where certain functions are performed. For example, the bridging functions are to connect three or more customer designated premises in a multipoint arrangement while the multiplexing functions are to channelize analog or digital facilities to individual services requiring a lower capacity or bandwidth.

Switching and patching of certain video services and advanced video services are performed at hubs designated as Telephone (Z)
Company Video Operations Centers (TVOCs). (Z)

# EXHIBIT 25

Verizon Tariff F.C.C. No. 11, Section 7.2.16,
Facilities Management Service

7. Special Access Service (Cont'd)
7.2 Service Descriptions (Cont'd)
7.2.16 Facilities Management Service

# Effective May 1, 2009, requests for new FMS plans are no longer accepted. The Telephone Company will continue to provide service pursuant to this Section 7.2.16 on any existing FMS plans for only those ACNAs and LATAs where such FMS plans are in service as of April 30, 2009 (Existing FMS), subject to the following conditions: (N)

a. The Telephone Company will provide Existing FMS until the expiration date of the customer's current term plan commitment, including any applicable extension period provided under (c) following, at which time Existing FMS shall be converted as specified in Section (b) following. Individual circuits may be added, changed or disconnected throughout the current commitment period, including any applicable extension period provided under (c) following. For any customer, including affiliates, with Existing FMS under multiple term plans with different expiration dates (for different LATAs), the customer may either (i) continue with the existing expiration dates or (ii) select one of the expiration dates to be applicable to all of the Existing FMS term plans. The customer must provide the Telephone Company with written notification of its choice by no later than July 15, 2009.

b. Customers who wish to convert Existing FMS to standard Telephone Company provided Special Access Service, shall specify, at least three (3) months prior to the expiration date of the Existing FMS commitment period, any then effective Month-to-Month, discount or term plan available for Switched Access Service in this tariff, to be effective upon expiration of the commitment period or extension, as applicable. In the alternative: (i) customers who also subscribe to Commitment Discount Plan (CDP) or National Discount Plan (NDP) may take no action, and upon expiration of the Existing FMS commitment period or extension, as applicable, the Telephone Company will convert the Existing FMS to Special Access Service provided under CDP or NDP, as applicable; or (ii) non-CDP/non-NDP subscribers may take no action, and upon expiration of the Existing FMS commitment period or extension, as applicable, the Telephone Company will convert the Existing FMS to Special Access Service provided under the Month-to-Month, discount or term plan applicable to the secondary premises of the circuit, with any remaining FMS without billable rate elements under FMS converted to Special Access Service provided on a Month-to-Month basis.

c. For customers who wish to convert Existing FMS to standard Telephone Company provided Special Access Service as specified in Section (b) preceding, the Telephone Company will provide up to twelve (12) additional months under any Existing FMS plan for network optimization provided the customer sends written notification, setting forth how many additional months they want for an extension, to the Telephone Company by not later than three (3) months prior to the expiration date of the Existing FMS plan commitment period. The customer may request service rearrangements and/or coordinated reterminations during such extension. In accordance with Section 7.2.16(G)(2)(b), Service Rearrangement nonrecurring charges and Coordinated Retermination nonrecurring charges for Existing FMS will not apply during the requested extension. Existing FMS term plan monthly rates will apply to all circuits until the conversion of Existing FMS to standard Telephone Company provided Special Access Service is complete. (N)

Certain material previously found on this page can now be found on Original Page 7-154.1.

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.16 Facilities Management Service# (Cont'd) (T)

(A) General

Facilities Management Service (FMS) is a service option that provides for Telephone Company management of engineering and design of a customer's Special Access Service network from the customer's designated primary premises location(s) to serving wire centers of secondary locations within the same LATA. Connection to the secondary location may be direct or through a Telephone Company location where multiplexing to a higher capacity service of a non-FMS customer occurs. With FMS, the Telephone Company assumes responsibility for the routing of the customer's dedicated circuits over the Telephone Company's Special Access Service network in order to maximize network efficiencies and to optimize economic efficiencies. (M)

(B) Definitions

The following definitions are specific to FMS and are in addition to the definitions set forth in Section 2.6 preceding.

DSO Equivalency
The term "DS0 Equivalency" denotes a measure of DSO channels which are the basic building block for high capacity digital services. The DSO equivalency for the service levels provided with FMS are as follows.

| Service Level | DSO Equivalency |
|---|---|
| OC12 | 8,064 |
| OC3 | 2,016 |
| DS3 High Capacity or STS1 | 672 |
| DS1 High Capacity | 24 |
| DIGIPATH digital service II | 1 |
| Voice Grade Service | 1 |

FMS Entrance Facility

The term "FMS Entrance Facility" denotes the transmission facilities between a customer's network interface at its designated primary premises and the associated serving wire center. (M)

\# Service availability limited. See # footnote on Page 7-154. (N)

Certain material on this page formerly appeared on 2nd Revised Page 7-154.

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.16 Facilities Management Service# (Cont'd) (T)

(B) Definitions (Cont'd)

Network Interface
The term "Network Interface" denotes the interface point at a customer's designated primary premises where connection is made between the FMS network and the customer's network. FMS network interfaces include electrical DS1, DS3 and STS1 or optical IEF OC3 and OC12 interfaces, or other Telephone Company provided SONET entrance facility service interface not to exceed 32,256 DS0 equivalents (provided that such other SONET entrance facility service interfaces are technically and operationally feasible, as determined by the Telephone Company).

Primary Premises
The term "Primary Premises" denotes a location (i.e., customer designated premises or Expanded Interconnection multiplexing node) designated by the customer where an FMS circuit/channel is either originated or terminated. Only one end of the circuit can be designated a primary premises. Such primary premises must meet the criteria for one of the following two types as follows.

Type 1: A location with an entrance facility of a minimum of 672 Switched and/or Special Access in-service DS0 equivalent channel terminations and a DS3, STS1, OC3, or OC12 network interface(s), or other Telephone Company provided SONET entrance facility service interface not to exceed 32,256 DS0 equivalents (provided that such other SONET entrance facility service interfaces are technically and operationally feasible, as determined by the Telephone Company), or an Expanded Interconnection multiplexing node with service cross-connected at the DS3 level and an electrical DS3 network interface.

Type 2: A location with an FMS Entrance Facility of a minimum of 144 Special and/or Switched Access in-service DS0 equivalent channel terminations provided over DS1 network interface(s), or an Expanded Interconnection multiplexing node with service cross-connected at the DS1 level and a DS1 interface.

Secondary Premises
The term "Secondary Premises" denotes a customer designated premises other than the primary premises. Secondary premises are not included as part of FMS. Connection to the secondary premises may be direct or through a Telephone Company location where service is multiplexed on to a facility of a non-FMS customer. When the secondary premises of the non-FMS customer utilizes DSR as set forth in Section 34.1 following, the associated port on the DSR node will be billed to the FMS customer. The port on the DSR node allows for lower capacity service to be added to, or dropped from, the high capacity dedicated ring.

# Service availability limited. See # footnote on Page 7-154. (N)

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.16 Facilities Management Service# (Cont'd) (T)

(C) Service Description

With FMS, Voice Grade, DDS, DIGIPATH digital service II and High Capacity Special Access Services are provided to the customer over discrete channels. The Telephone Company will engineer the service from the FMS entrance facility at the customer's designated primary premises to the wire center associated with secondary premises over its own Special Access network. The wire center associated with the secondary premises may be the wire center serving the secondary premises, the wire center where the Special Access Service will be added to the IDSR node or DSR node of a non-FMS customer, or a Telephone Company Hub where service is multiplexed on to a higher capacity facility of a non-FMS customer. The channel routing to the serving wire center, IDSR node, DSR node, or Hub, as applicable, may not be designated by the customer as it is for most Telephone Company regular Special Access High Capacity Services.

FMS provides the customer with an alternative to the customer's self-management of its network of standard Special Access Service channels.

FMS is available in all of the Telephone Company's operating territories and is provided on a LATA-wide basis. FMS IEF is available where IEF facilities permit as described in Section 26.1.4(G) following.

Facilities Management Service is provided on a month-to-month basis or, at the option of the customer, under a three year term plan or a five year term plan. The minimum period for FMS when provided on a month-to-month basis is one year.

The minimum billing for individual channels within the FMS network is one month.

# Service availability limited. See # footnote on Page 7-154. (N)

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.16 Facilities Management Service# (Cont'd) (T)

(D) Minimum Service Requirements (Cont'd)

The customer must have at least one premises within a LATA which is designated as its primary premises for FMS as defined in (B) preceding.

All services terminated at the customer's designated primary premises and the associated Voice Grade, DDS, DIGIPATH digital service II or High Capacity Special Access Services must be included in the FMS plan for that LATA. However, a single plan may not include a mix of Type I and Type 2 primary premises as defined in (B) preceding.

The minimum requirements for Type 1 or Type 2 Primary Premises are as set forth in (B) preceding

\# Service availability limited. See # footnote on Page 7-154. (N)

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.16 Facilities Management Service# (Cont'd)

(E) Terms and Conditions

(1) In its initial order for FMS, the customer will designate the LATA, type of primary premises and whether FMS will be provided on a month-to-month basis or under a term plan as selected by the customer.

(2) Only one FMS plan is allowed per LATA. The plan may be provided on a month-to-month basis or under a single term commitment as selected by the customer, but not both.

(3) Except as otherwise specified in (E)(4)(d) following, when FMS is provided under a term plan of 3 or 5 years the customer must maintain an annual minimum of ninety percent (90%) of the initial commitment of DSO equivalent services for the preceding twelve months. The Telephone Company will conduct a true-up which compares the average number of DSO equivalents actually in service over the preceding twelve months (including any DS0 equivalent services that were replaced by a Replacing Service(s) using the methodology for a Technology Migration specified in Section 2.10.2 preceding) to the annual minimum of ninety percent (90%) of the initial commitment. (N)

(4) In the event that the annual average number of DSO equivalent services falls below 90% of the commitment level for the plan, the customer has the following options.

(a) Buy down the commitment level by paying termination liability on the shortfall between the commitment level and the annual average for the preceding 12 months. Termination liability is as set forth in (G)(3) following. The new commitment level may not be less than the minimum service requirements for FMS as described for Type 1 or Type 2 Primary Premises in (B) preceding; or

\# Service availability limited. See # footnote on Page 7-154.

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.16 Facilities Management Service# (Cont'd) (T)

(E) Terms and Conditions (Cont'd)

(4) (Cont'd)

(b) Retain the original commitment level and pay 12 months of charges for the DSO equivalent shortfall using the customer's average DSO rate based on the previous 12 months billing. The Telephone Company will calculate the shortfall charges as follows.

(Step 1) The Telephone Company will calculate the average number of DSO equivalent channel terminations which were in-service over the preceding twelve months by summing the actual number of DSO equivalent channel terminations for each of the last twelve months and dividing by twelve. The resulting number represents the average DSO equivalent channel terminations per month.

(Step 2) The Telephone Company will calculate the average DSO rate for an equivalent DSO by first summing the total monthly charges associated with each DSO which was in-service over the preceding twelve months and dividing by twelve. The resulting amount is then divided by the average monthly DSO equivalent channel terminations determined in Step 1.

(Step 3) The Telephone Company will determine the shortfall by subtracting the average number of DSO equivalent channel terminations determined in Step 1 from the number of DSO equivalent channel terminations in the original commitment level, and multiplying the difference by the average rate per DSO equivalent determined in Step 2. The resulting amount is the shortfall charge due from the customer. Such charge is not subject to any late payment factor as specified in Section 2.4.1 preceding.

(c) Apply Time In-Service Credits (TISCs) as set forth in (G)(1) following to offset the shortfall.

# Service availability limited. See # footnote on Page 7-154. (N)

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.16 Facilities Management Service# (Cont'd) (T)

(E) Terms and Conditions (Cont'd)

(4) (Cont'd)

(d) Sale of Verizon Operating Territory

(1) In the event the Telephone Company sells all or a portion of its assets or equity and ceases to provide the FMS DS0 equivalent services affected by the sale, then the first true-up following the sale (and any subsequent true-ups as applicable under (4)(d)(2)(b) following) shall be calculated using the terms and conditions set forth in this Section (E)(4)(d) in lieu of the calculations set forth in Section (E)(3) preceding and Sections (E)(4)(a) through (E)(4)(c) preceding. The terms and conditions set forth in this Section (E)(4)(d) apply in addition to any other terms and conditions set forth in this Section 7.2.16.

(2) The Telephone Company will conduct the first true-up following the date of the sale as follows:

(a) Calculate a true-up for the period beginning with the first day following the date of the preceding true-up and ending with the date of the sale by comparing ninety percent (90%) of the customer's commitment level to the average number of DS0 equivalent services actually in service since the last true-up (**Pre-Sale Period**). Such average number shall be calculated by first summing the number of DS0 equivalent services that were in service on the last day of each bill period during the Pre-Sale Period and dividing the result by the number of months and fraction thereof in the Pre-Sale Period.

In the event that such average number of DS0 equivalent services falls below 90% of the commitment level for the plan, the customer is short of its commitment level for the Pre-Sale Period and is subject to the regulations set forth in (c) following.

# Service availability limited. See # footnote on Page 7-154. (N)

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.16 Facilities Management Service# (Cont'd) (T)

(E) Terms and Conditions (Cont'd)

(4) (Cont'd)

(d) Sale of Verizon Operating Territory (Cont'd)

(2) (Cont'd)

(b) Calculate a true-up for the period following the sale through the end of the true-up period (**Post-Sale Period**) by first reducing the customer's commitment level as described below and then comparing the reduced commitment level to the customer's average number of DS0 equivalent services that were actually in service during the Post-Sale Period.

To reduce the commitment level, subtract the number of DS0 equivalent services no longer provided by the Telephone Company as a result of the sale, from the actual quantity of in-service DS0 equivalent services (i.e., the actual quantity as if the sale had not occurred). Then compare ninety percent (90%) of the customer's reduced commitment level(s) to the actual quantity of in-service DS0 equivalent services that are still provided by the Telephone Company. The average number of DS0 equivalent services shall be calculated by first summing the number of DS0 equivalent services that were in service on the last day of each bill period of the Post-Sale Period and dividing the result by the number of months and fraction thereof in the Post-Sale Period.

In the event that such average number of DS0 equivalent services falls below 90% of the reduced commitment level for the plan, the customer is short of its reduced commitment level for the Post-Sale Period and is subject to the regulations set forth in (c) following.

# Service availability limited. See # footnote on Page 7-154. (N)

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.16 Facilities Management Service# (Cont'd) (T)

(E) Terms and Conditions (Cont'd)

(4) (Cont'd)

(d) Sale of Verizon Operating Territory (Cont'd)

(2) (Cont'd)

(c) The customer has the following options to offset the shortfall in (a) and/or (b) preceding.

(1) Buy down the commitment level by paying termination liability (as set forth in (G)(3) following) for the Pre-Sale Period on the shortfall between the commitment level and the average number calculated in (a) preceding and on the shortfall between the reduced commitment level and the average number calculated in (b) preceding for the Post-Sale Period. The new commitment level (resulting from buying down the reduced commitment level for the Post-Sale Period) may not be less than the minimum service requirements for FMS as described for Type 1 or Type 2 Primary Premises in (B) preceding; or

(2) Retain the reduced commitment level and pay charges for the DS0 equivalent services shortfall during the Pre-Sale Period using the average DS0 rate assessed during the Pre-Sale Period, and pay charges for the DS0 equivalent services shortfall during the Post-Sale Period using the average DS0 rate assessed during the Post-Sale Period; or

(3) Subject to any reduction under (d) following, apply Time In-Service Credits (TISC) as described in (G)(1) following to offset the shortfall in (a) and/or (b) preceding.

# Service availability limited. See # footnote on Page 7-154. (N)

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.16 Facilities Management Service# (Cont'd) (T)

(E) Terms and Conditions (Cont'd)

(4) (Cont'd)

(d) Sale of Verizon Operating Territory (Cont'd)

(2) (Cont'd)

(d) Reduction to Time In-Service Granted

The amount of Time In-Service Credits (TISC) granted under (G)(1) following shall be proportionally reduced by the FMS DS0 equivalent services affected by the sale as follows:

Step 1 Determine the total TISC granted under (G)(1) following (**Total TISC Granted**).

Step 2 For the month in which the sale occurred, count the number of DS0 equivalent services that were in service during the month as if the sale had not occurred (**Total Count**).

Step 3 For the month in which the sale occurred, count the number of FMS DS0 equivalent services affected by the sale (**Sold FMS Count**).

Step 4 Develop a percentage used to reduce the Total TISC Granted by dividing the Sold FMS Count determined in Step 3 preceding by the Total Count determined in Step 2 preceding (**FMS Reduction Percentage**).

Step 5 Reduce the Total TISC Granted in Step 1 by multiplying the Total TISC Granted by the FMS Reduction Percentage developed in Step 4 preceding. If this calculation results in a fraction of a TISC, round up to the next whole TISC. The amount of TISC resulting from this calculation is the TISC available for use by the customer to reduce shortfall or termination liability due to the Telephone Company following the sale.

# Service availability limited. See # footnote on Page 7-154. (N)

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.16 Facilities Management Service# (Cont'd) (T)

(E) Terms and Conditions (Cont'd)

(5) If the FMS term plans in multiple LATAs share a common expiration date and the same type of primary premises, the associated commitment levels will be aggregated into a single total. Fulfillment of the commitment level will be determined as stated in (E)(3) preceding; however, the calculation will be on the aggregate level for all eligible LATAs.

(6) The customer will provide either DS1 or electrical DS3 network interfaces at each primary premises.

(7) The FMS customer, when ordering Voice Grade Service, DDS, DIGIPATH digital service II or High Capacity Service, must specify the type of service and the locations involved, one of which must be a primary premises.

(8) Reserved for future use.

(9) The Telephone Company will provide the same service intervals and quality standards for services in an FMS plan as are provided for non-FMS Special Access Services.

(10) Where Switched Access FMS is not available, when both Switched Access Service and Special Access Service terminate at the same primary premises, the Telephone Company will apply a Switched Access Service offset in the determination of the applicable rate band of FMS Channel Termination charges. This offset will be calculated by including up to seventy-five percent (75%) of the Feature Group B and D trunks in the DSO equivalency total with each trunk being counted as a single DSO equivalent. FMS rate bands are as set forth in Section 30.7.18 following for price band rates and 31.7.18 following for all other rates.

\# Service availability limited. See # footnote on Page 7-154. (N)

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.16 Facilities Management Service# (Cont'd) (T)

(E) Terms and Conditions (Cont'd)

(11) FMS is not applicable to the following Switched Access, Special Access or SONET Services and options:

- DSR as set forth in Section 34.1 following
- IDSR as set forth in Section 26.1.1
- IntelliLight® Broadband Transport (IBT) as set forth in Section 26.1.5 following, except when non-multiplexed and associated with an IntelliLight Entrance Facility
- IntelliLight® Shared Single Path (ISSP) as set forth in Section 26.1.6, except when associated with an IntelliLight Entrance Facility
- NYNEX Enterprise Services as set forth in Section 7.2.13
- Enterprise SONET Service as set forth in Section 26.1.2
- Services provided under a Service Discount Plan or a Commitment Discount Plan, except as specified in 7.2.16(E)(13) following
- Central Office Multiplexing optional features or BSEs
- Automatic Loop Transfer as set forth in Section 7.2.9(D)(1)
- Transfer Arrangement as set forth in Section 7.2.9(D)(2)
- Premises other than Primary Premises as defined in 7.2.16(B) preceding
- Service provided under a Shared Billing Arrangement as specified in Section 5.2 preceding, except as specified in (12) following.

(12) Except for services connected to secondary premises over a higher capacity facility of a non-FMS customer, services provided under FMS may not be included in Shared Billing Arrangements. Therefore potential FMS customers whose network contains Shared Billing Arrangement must choose one of two options prior to subscribing to an FMS plan.

(a) Shared Billing Arrangement Transition Period

Any service already provided under a Shared Billing Arrangement at the time of subscription to FMS must be converted within the first twelve months of the effective date of establishing FMS.

\# Service availability limited. See # footnote on Page 7-154. (N)

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.16 Facilities Management Service# (Cont'd) (T)

(E) Terms and Conditions (Cont'd)

(12) (Cont'd)

(a) (Cont'd)

Prior to conversion, such services will not be included in the DSO calculation to determine the customer's FMS Rate Band for billing of Primary Premises channel terminations. However, these services will be billed at the same FMS rates as those applicable to the customer's other services provided under FMS.

The customer must remove the Shared Billing Arrangements prior to the end of the one-year transition period. The Telephone Company will notify the customer sixty (60) days prior to the end of the transition period of any Shared Billing Arrangements that remain on the customer's account. Failure to eliminate such arrangements will result in termination of service with termination liability charges being applied.

(b) Virtual Shared Billing Arrangement Billing Option

At the option of the customer, the Virtual Shared Billing Arrangement Billing Option for Shared Billing Arrangement circuits can be selected. Since FMS pricing is not allowed for Shared Billing Arrangement circuits, this Virtual Shared Billing Arrangement Billing Option can be used to develop separate, virtual facility charges for Shared Billing Arrangement circuits without the customer incurring the expense associated with physically moving these Shared Billing Arrangement circuits onto separate, non-FMS facilities at the point of termination. These virtual charges would represent, as closely as possible, the charges the customer would incur if the Shared Billing Arrangement circuits had been physically moved to separate, non-FMS facilities.

# Service availability limited. See # footnote on Page 7-154. (N)

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.16 Facilities Management Service# (Cont'd) (T)

(E) Terms and Conditions (Cont'd)

(12) (Cont'd)

(b) (Cont'd)

If the customer selects this Virtual Shared Billing Arrangement Billing Option, the Telephone Company will first produce an inventory of Shared Billing Arrangement circuits that are terminating at each of the customer's FMS point of termination locations. Once the number of Shared Billing Arrangement circuits at each FMS point of termination location has been determined, the Telephone Company will develop a count of DS3 channel terminations/collocation cross-connects and 3/1 muxes that would be required at each point of termination to serve these Shared Billing Arrangement circuits. The Telephone Company will then price these facilities by using five-year term rates specified in Sections 30.7.18 and 31.7.18 following. The result of this pricing exercise will be a replication of special access facility charges that the customer would incur if a separate network were to be established specifically to serve these Shared Billing Arrangement circuits.

The pricing for these virtual Shared Billing Arrangement facilities developed by using the method described above will be billed monthly for a period of one year. Sixty (60) days prior to the end of this billing period, a new inventory will be conducted that will result in new virtual Shared Billing Arrangement charges that will be billed through the next year of the customer's FMS term plan. This process will continue until the FMS plan has been terminated, or until/unless the customer physically removes the Shared Billing Arrangement circuits from the FMS facilities.

# Service availability limited. See # footnote on Page 7-154. (N)

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.16 Facilities Management Service# (Cont'd) (T)

(E) Terms and Conditions (Cont'd)

(13) The customer may also order the Alternate Serving Wire Center (ASWC) optional feature for FMS. ASWC is described in Section 7.2.9(D)(5), subject to the rates specified in Section 30.7.9(C)(5) following for price band rates and 31.7.9(C)(5) following for all other rates.

When ordering ASWC, the commitment period for this optional feature must match that of the FMS plan. When FMS is provided under a term plan of 3 or 5 years, the expiration date of the ASWC optional feature commitment period will be the same date on which the term plan expires for the FMS plan.

(14) When service is provided under a shared billing arrangement as set forth in (12) preceding, all rates and charges applicable to the service user for the type of arrangement involved will apply.

(F) Application of Rates

At the customer's option, FMS is provided on a month-to-month basis, under a 3 year term plan or under a 5 year term plan. The rates for FMS include Standard FMS Channel Terminations, Office FMS Channel Terminations, FMS Channel Mileage, FMS Multiplexing and a rate per DSO equivalent for Administration. Such rates are subject to change over the term selected by the customer, thereby causing an increase or decrease in the rates applicable to the customer. The rates and charges for any other service or option not provided under the FMS rate plan are subject to the rates and charges for the type of service or option being provided. The FMS rate elements and the manner in which such elements apply are described in 1 through 5 following.

(1) Primary Premises Standard Channel Termination

The Primary Premises Standard Channel Termination is a DSO equivalent channel provided over the FMS entrance facilities connecting the customer's primary premises to its serving wire center. At the customer's primary premises, standard channel terminations will be terminated over either an electrical DS3 interface or a DS1 interface.

\# Service availability limited. See # footnote on Page 7-154. (N)

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.16 Facilities Management Service# (Cont'd) (T)

(F) Application of Rates (Cont'd)

(1) Primary Premises Standard Channel Termination (Cont'd)

The DSO channel terminations provided over a DS3 or higher interface are differentiated as being one of the initial 0 through 672 DSO equivalent channel terminations, for which a flat rate applies, or as being one of the DSO channel terminations over the initial 672, for which a rate for each DSO equivalent channel over 672 DSO equivalent channel terminations applies as specified in Section 30.7.18 following for price band rates and 31.7.18 following for all other rates. For term plan billing, a rate per DSO equivalent channel applies for each DSO channel termination provided and is further subject to the rate bands specified in Section 30.7.18(B)(1) following for price band rates and 31.7.18(B)(1) following for all other rates.

The DSO channel terminations provided over a DS1 interface are differentiated as being one of the initial 0 through 144 DSO equivalent channel terminations, for which a flat rate applies, or as being one of the DSO channel terminations over the initial 144, for which a rate for each DSO equivalent channel over 144 DSO Section 30.7.18 following for price band rates and 31.7.18 following for all other rates.

# Service availability limited. See # footnote on Page 7-154. (N)

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.16 Facilities Management Service# (Cont'd) (T)

(F) Application of Rates (Cont'd)

(2) Primary Premises Office Channel Termination

The Primary Premises Office Channel Termination provides for termination of FMS channel terminations to an Expanded Interconnection multiplexing node. At the customer's multiplexing node designated as its primary premises, office channel terminations will be terminated over an electrical DS3 interface or a DS1 interface. (See note below.)

For the DS3 interface, the rates for the primary premises office channel terminations are differentiated as being one of the initial 672 DSO equivalent channel terminations, for which a flat rate applies, or as being one of the DSO channel terminations over the initial 672, for which a rate for each DSO equivalent channel over 672 DSO equivalent channel terminations applies as specified in Section 30.7.18 following for price band rates and 31.7.18 following for all other rates. The rates are further differentiated by the type of billing arrangement (i.e., month-to-month billing or term plan billing).

For the DS1 interface, the rates for the primary premises office channel terminations are differentiated as being one of the initial 144 DSO equivalent channel terminations, for which a flat rate applies, or as being one of the DSO channel terminations over the initial 144, for which a rate for each DSO equivalent channel over 144 DSO equivalent channel terminations applies as specified in Section 30.7.18 following for price band rates and 31.7.18 following for all other rates. The rates are further differentiated by the type of billing arrangement (i.e., month-to-month billing or term plan billing).

Note: See Section 28 for further information.

\# Service availability limited. See # footnote on Page 7-154. (N)